

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

)
) Case No. 12-12020 (MG)
)

) Chapter 11
)

) Jointly Administered
)

NOTICE OF PERJURY BY KATHY PRIORE IN FRANCINE

SILVER'S CLAIM # 61

RECEIVED

FEB 24 2015

U.S. BANKRUPTCY COURT, SDNY

To The Honorable Judge Martin Glenn:

The declaration and supplemental declaration of Kathy Priore states
“Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the
foregoing is true and correct.” The declaration however is full of
inaccuracies and misrepresentations that clearly constitute perjury and are
an attempt to mislead the Court and slander Claimant.

Priore states: “5. *In her Reply, Silver asserts that GMACM over-billed her. Based on close review of the relevant Books and Records, we have confirmed that GMACM was, in fact, not overbilling Silver. GMACM explained this to Silver, in a letter dated June 3, 2011 (the “Reply Letter”), which is attached hereto as Exhibit A. In the Reply Letter, GMACM directed Silver’s attention to the relevant portion of the Note, item 3(G), where Silver had agreed that, “On the 5th change date and on each succeeding 5th Payment Change Date thereafter, I will begin paying the Full Payment as my monthly payment until my monthly payment changes again.” Therefore, Silver was not being overcharged; Silver agreed to pay the “Full Payment” as contemplated in the Note, and GMACM was billing Silver in accordance with the Note’s plain terms.*”

Ironically Claimant had argued the relevance of paragraph 3G exhaustively but to no avail almost two years earlier when the interest only option started being deleted from the payment coupon in violation of 3G. See payment coupons Exhibit 1. The interest only option started getting deleted in May, 2009 – This was the 3rd not the 5th payment change date and this is when the over-billing and breaching of the loan terms began. The over-billing was never corrected or adequately explained instead claimant was simply lied to, disconnected or told they would get back to her. Claimant kept paying the inflated amount because she thought the billing mistake would be corrected and in any event was expecting to sell the home and pay off the loan anyway. Nonetheless Claimant was being denied her right to make the lower payment. The June 3, 2011 reply letter is correct in stating on the 5th payment change (year 5, 2011) it is time to make the full payment but Debtors interpreted the 5 years as meaning 3 years, for lack of a better explanation and that is where the unrelenting fraud and over-billing occurred because the interest only payment option was suspended 2 years too early.

In her original Declaration Priore states “7. *On July 22, 2011, a Notice of Default was recorded against the property and foreclosure proceedings were*

initiated. See Exhibit 3-B annexed hereto. At the time the Notice of Default was issued, Ms. Silver had been delinquent in failing to make nine (9) consecutive monthly mortgage payments in the aggregate amount of \$58,595.72 as of July 21, 2011." The asserted \$58,595.72, was not the correct amount due to the over-billing that had been occurring for two years despite repeated pleas to correct the billing error and abide by 3G.

Furthermore, as Priore's declaration has blatant errors and misrepresentations regarding the billing, her knowledge of any of the purported Keeley assignments is also brought into question. Debtor has acknowledged that Claimant is skeptical about the very existence of Jacqueline Keeley (or just Jackie according to the purported notary - See Exhibit 2) and the legitimacy of her varying signatures (Exhibit 3). Claimant is now also skeptical of the existence of Kathy Priore and has been unable to confirm her good standing with the Minnesota Bar. If she does in fact exist she should be made to explain her inaccuracies and misrepresentations.

CONCLUSION

The Priore declaration was made under the penalty of perjury but is full of misrepresentations. Debtors are involved in document fabrication, fraud,

apparently unreported assignments and now also perjury. For these reasons and the reasons argued in Claimants reply to the Opposition, the Opposition is devoid of merit, should be denied in entirety and the claim should be paid in full immediately.

Respectfully,

A handwritten signature in cursive script, reading "Francine Silver". The signature is fluid and elegant, with a long, sweeping flourish extending from the end of the name.

Francine Silver

EXHIBIT 1

PO BOX 4622
WATERLOO IA 50704-4622

CUSTOMER INFORMATION

Name: Francine Silver
Account Number: 0307718858
Home Phone #: (310)945-6733

PROPERTY ADDRESS

8613 FRANKLIN AVE
LOS ANGELES CA 90069

03/23/07 08:29 0001278 20090710 IG120101 FUARM 1 02 DDA IG12010000 146316 FU

#BWNHJPY

#KW04201A21799#



FRANCINE SILVER
8613 FRANKLIN AVE
LOS ANGELES CA 90069-1407



Customer Care Inquiries: 1-866-725-0782

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number: 0307718858
Current Statement Date: July 08, 2009
Maturity Date: April 01, 2036
Interest Rate: 4.12500
Current Principal Balance*: \$1,413,375.65
Current Escrow Balance: \$0.00
Interest Paid Year-to-Date: \$34,911.34
Taxes Paid Year-to-Date: \$0.00

Details of Amount Due/Paid

Minimum Payment Without Escrow: \$5,194.42
Subsidy/Buydown: \$0.00
Escrow: \$0.00
Amount Past Due: \$0.00
Outstanding Late Charges: \$0.00
Other: \$0.00
Total Amount Due: \$5,194.42
Account Due Date: August 01, 2009

Pmt Options this Month	Amount	Impact
Prin & Int Pmt based on 15-year term	\$12,665.53	You will pay some of the principal on your loan. You will reduce your loan balance.
Prin & Int Pmt based on 30-year term	\$7,277.06	You will pay some of the principal on your loan. You will reduce your loan balance.
Interest Only Payment	****	You will not pay any principal on your loan. You will not reduce your loan balance.
Minimum Payment	\$5,194.42	You will not cover the monthly interest on your loan. You will increase your loan balance.

1371.00 / xxx
5,194.42 / xxx aug 01 09

Account Activity Since Last Statement

Description	Due Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Payment	07/01/09	07/08/09	\$5,194.42	\$188.05	\$5,006.37				

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

The options for your next payment are displayed above. If you elect to make the Minimum Payment and that payment amount is less than the Interest Only payment, the difference or shortage will be added to the principal balance (shown as a negative amount in the "Account Activity" transactions displayed above) and will accrue additional interest. Please refer to your mortgage documents if amounts are not displayed for all payment options.

See Reverse Side For Important Information

PO BOX 4622
WATERLOO IA 50704-4622

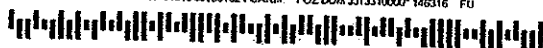
CUSTOMER INFORMATION

Name: Francine Silver
Account Number: 0307718858
Home Phone #: (310)945-6733

PROPERTY ADDRESS

8613 FRANKLIN AVE
LOS ANGELES CA 90069

02/11/10 11:00:3 0000983 20101015 JJ133102 FJARM 1 OZ DOM JJ13310000* 146316 FU



FRANCINE SILVER
8613 FRANKLIN AVE
LOS ANGELES CA 90069-1407



Customer Care Inquiries: 1-866-725-0782

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for Inquiries on the reverse side.

Account Information

Account Number: 0307718858
Current Statement Date: October 14, 2010
Maturity Date: April 01, 2036
Interest Rate: 3.25000
Current Principal Balance*: \$1,394,075.04
Current Escrow Balance: \$0.00
Interest Paid Year-to-Date: \$54,281.68
Taxes Paid Year-to-Date: \$0.00

Details of Amount Due/Paid

Minimum Payment Without Escrow: \$5,584.00
Subsidy/Buydown: \$0.00
Escrow: \$0.00
Amount Past Due: \$0.00
Outstanding Late Charges: \$0.00
Other: \$0.00
Total Amount Due: \$5,584.00
Account Due Date: November 01, 2010

Pmt Options this Month	Amount	Impact
Prin & Int Pmt based on 15-year term	\$13,073.88	You will pay some of the principal on your loan. You will reduce your loan balance.
Fully Amortizing Prin & Int Pmt	\$6,707.25	You will pay some of the principal on your loan. You will reduce your loan balance.
Interest Only Payment	****	You will not pay any principal on your loan. You will not reduce your loan balance.
Minimum Payment	\$5,584.00	You will not cover the monthly interest on your loan. You will increase your loan balance.

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
PD SPEEDPAY FEE	10/01/10	10/14/10	\$12.50						\$12.50
SPEEDPAY FEE	10/01/10	10/14/10	\$12.50						\$12.50
Payment	10/01/10	10/14/10	\$5,584.00	\$1,803.50	\$3,780.50				

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

The options for your next payment are displayed above. If you elect to make the Minimum Payment and that payment amount is less than the Interest Only payment, the difference or shortage will be added to the principal balance (shown as a negative amount in the "Account Activity" transactions displayed above) and will accrue additional interest. Please refer to your mortgage documents if amounts are not displayed for all payment options.

See Reverse Side For Important Information

Mail This Portion With Your Payment

EXHIBIT 2

ACKNOWLEDGMENT

Pennsylvania

STATE OF Pennsylvania

COUNTY OF Montgomery

On 9-20-2011 before me, Regina M. Frederick, a Notary Public
in and for said state, personally appeared Mary Ladd and
Sandra Kerk, personally known to me, or proved to me on the basis of satisfactory
evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Pennsylvania that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Regina M. Frederick

(Seal)

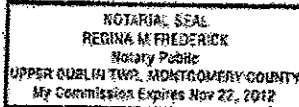


EXHIBIT 3

Trustee, and recorded as Instrument No. 05 0618788, on 03/23/2006, in Book XX, Page XX of Official Records, in the office of the County Recorder of Los Angeles County, CA together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

DATE: 7/5/11

MERS MIN # [REDACTED] 0833
MERS PHONE #888 679 6377

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

Jacqueline Keeley
Assistant Secretary

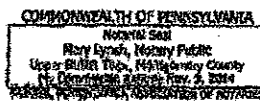
State of Pennsylvania SS.
County of Montgomery)

On 7/5/11 before me, Mary Lynch Notary Public, personally appeared Jacqueline Keeley who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary Lynch (Seal)



SUBSTITUTION OF TRUSTEE

WHEREAS, FRANCINE SILVER, AN UNMARRIED WOMAN was the original Trustor, LAND AMERICA COMMONWEALTH was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR NATIONWIDE LENDING GROUP A CORPORATION was the original Beneficiary under that certain Deed of Trust dated 03/15/2006 and recorded on 03/23/2006 as Instrument No. 05 0618788, in Book XX, Page XX of Official Records of Los Angeles County, California; and

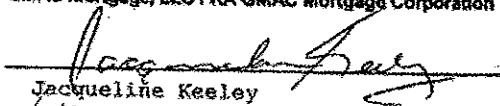
WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned desires to substitute Executive Trustee Services, LLC dba ETS Services, LLC, as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
Dated: 7/6/11

GMAC Mortgage, LLC FKA GMAC Mortgage Corporation


Jacqueline Keeley
Authorized Officer

State of pennsylvania ss.
County of montgomery }

On 7/6/11 before me, **Nikole Shelton** Notary Public, personally appeared jacqueline keele who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of pennsylvania hat the foregoing paragraph is true and correct.

Adobe Reader File Edit View Document Tools Window Help
12120201411170000000000001.pdf
Mortgage Companies d.b.a. EquiBanc Mortgage Corporation and dated March 23, 1999, recorded in Deed Book 10618, Page 268, Clerk's Office, Superior Court of DeKalb County, Georgia, together with the real property therein described, which has the property address of 852 Brafferton Place, Stone Mountain, GA 30083; and also the indebtedness described in said Deed and secured thereby, having this day been transferred and assigned to the said Assignee together with all of Assignor's right, title and interest in and to the said Deed, the property therein described and the indebtedness secured; and the said Assignee is hereby subrogated to all the rights, powers, privileges and securities vested in Assignor under and by virtue of the aforesaid Security Deed or Deed to Secure Debt.

**** This Second Corrective Assignment of Security Deed is being recorded in order to correct the Assignee/Trust name.**

This Assignment of Security Deed is executed on this 20 day of September, 20 11.

Signed, sealed and delivered

in the presence of:

The Bank of New York Mellon Trust Company,
National Association fka The Bank of New York
Trust Company, N.A. as successor to JPMorgan
Chase Bank, N.A. as Trustee s/b/m to Bank One,
N.A. as Trustee s/b/m to The First National Bank of
Chicago as Trustee

By: Mary Ladd
Its: Authorized Officer

By: Jacqueline Keeley
Its: Authorized Officer

Witness Vander Law

12-12020-mg Doc 8019-12 Filed 01/22/15 Entered 01/22/15 18:14:28 Exhibit 4 -
Keeley Declaration Pg 4 of 4

10. On July 6, 2011, the trustee on the Deed of Trust became Executive Trustee Services, LLC d/b/a ETS Services, LLC. On July 6, 2011, I executed the Substitution of Trustee as an Authorized Officer for GMACM, f/k/a GMAC Mortgage Corporation. Attached hereto as Exhibit 4-B is a true and correct copy of the Substitution of Trustee that I signed.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 22, 2015

/s/ Jacqueline Keeley

Jacqueline Keeley

FRANCIS SILVER
RESCAP. BORROWER
CLAIMS TRUST

CERTIFICATE OF SERVICE

Docket Number: 12-12020(M9)

I, MARCUS SILVER, hereby certify under penalty of perjury that on
2/23/15 (name) (date), I served a copy of THE NOTICE
OF PERJURY
(list all documents)

by (select all applicable)*

- ☐ United States Mail
☐ Federal Express
☒ Overnight Mail
☐ Facsimile
☐ E-mail
☐ Hand delivery

on the following parties (complete all information and add additional pages as necessary):

Name	Address	City	State	Zip Code
<u>NORMAN S. ROSENBAUM, JORDAN A. WISHNEW &</u>				
<u>MERYL L. ROTHCHILD - MORRISON & FOERSTER LLP</u>				
<u>250 W. 55TH ST. NEW YORK N.Y. 10019</u>				
Name	Address	City	State	Zip Code

Name	Address	City	State	Zip Code
------	---------	------	-------	----------

2/23/15
Today's Date

[Signature]
Signature

*If different methods of service have been used on different parties, please indicate on a separate page, the type of service used for each respective party.

Certificate of Service Form